

CAUSE NO. \_\_\_\_\_

SCI SHARED RESOURCES, LLC;  
AND DM AFFINITY, INC.

Plaintiffs,

v.

ECHOVITA, INC.,

Defendant.

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IN THE DISTRICT COURT

HARRIS COUNTY, TEXAS

\_\_\_\_---JUDICIAL DISTRICT

**PLAINTIFFS' ORIGINAL VERIFIED PETITION AND**  
**APPLICATION FOR TEMPORARY RESTRAINING ORDER AND**  
**APPLICATION FOR TEMPORARY AND PERMANENT INJUNCTIONS**

Plaintiffs SCI Shared Resources, LLC and DM Affinity, Inc. (collectively "Plaintiffs" or "SCI") hereby file this Original Verified Petition against Defendant Echovita, Inc. ("Echovita"). Seeking only non-monetary relief, Plaintiffs apply for a temporary restraining order and temporary and permanent injunctions against Echovita.

**Parties and Service**

1. Plaintiff SCI Shared Resources, LLC is a Delaware limited liability company with its principal place of business in Houston, Texas.
2. Plaintiff DM Affinity, Inc. is a Delaware corporation with its principal place of business in Houston, Texas.
3. Defendant Echovita, Inc. is a corporation incorporated under the laws of Canada with its principal place of business at 8967 Première Avenue, Québec City, Québec, G1G

4C5. Despite doing business in Texas, Echovita does not maintain a registered agent for service of process in Texas. Echovita may be served with process by: (a) mailing to Echovita by registered or certified mail, return receipt requested, a copy of the citation and of the petition; (b) pursuant to the terms and provisions of the Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents; and (c) any method permitted by the applicable service rules of the laws of Canada or Texas Rule of Civil Procedure 108a.

### **Jurisdiction and Venue**

4. This Court has subject-matter jurisdiction over Plaintiffs' claims because the actual amount in controversy exceeds the minimum jurisdictional limits of this Court. Pursuant to Rule 47 of the Texas Rules of Civil Procedure, Plaintiffs seek nonmonetary injunctive relief.

5. This Court has personal jurisdiction over Echovita, a nonresident, because Echovita consented to jurisdiction in Texas pursuant to a forum-selection clause in the Terms of Service. Alternatively, this Court has personal jurisdiction over Echovita, a nonresident, because Echovita committed a tort, in whole or in part, in Texas and purposefully availed itself of the privileges and benefits of conducting business in Texas.

6. Venue is proper in Harris County under §15.002(a)(1) of the Texas Civil Practice and Remedies Code because a substantial part of the events or omissions giving rise to the claims occurred in Harris County. Alternatively, venue is proper in Harris County under §15.002(a)(4) of the Texas Civil Practice and Remedies Code because Plaintiffs resided in Harris County at the time of the accrual of this cause of action. Alternatively, venue is

proper in Harris County because Echovita consented to state and federal courts in Harris County pursuant to the Terms of Service.

### **Discovery Control Plan**

7. SCI intends to conduct discovery under Level 2 of Texas Rule of Civil Procedure 190.3.

### **Factual Background**

8. SCI affiliates own and operate a network of funeral homes within the United States and Canada and offer *in memoriam* related goods and services. SCI and its affiliates owns and maintains various websites located at URLs [www.dignitymemorial.com](http://www.dignitymemorial.com) and [www.rosehills.com](http://www.rosehills.com), (collectively, the “Dignity Memorial Websites”). The Dignity Memorial Websites contain information about the various services SCI and its affiliates offer, including funeral-related services, obituary-related services, the provision of condolence flowers, and cremation and burial services. The Dignity Memorial Websites also make available a searchable database of obituaries originating from Dignity Memorial’s clients and/or from funeral homes within the Dignity Memorial network.

9. The Dignity Memorial Websites contain Terms of Service which are available via a hyperlink on every webpage on the Dignity Memorial Websites. Visitors who access, use, browse, or submit any content or material on the Dignity Memorial Websites are subject to the Terms of Service. Specifically, paragraph 1 of the Terms of Service provides as follows:

This website is offered by Dignity Memorial Network, Inc. and its parents and affiliates (collectively the “Company”). Our website and all use of it are governed by the following Terms of Service. By viewing, using, accessing,

browsing or submitting any content or material on or to this site, you agree to this Terms of Service as a binding legal agreement between you and the Company to the fullest extent permitted by applicable law.

10. The Terms of Service prohibit any visitor or user of the Dignity Memorial Websites from using any information on the Dignity Memorial Websites for commercial purposes. The Terms of Service also prohibit the use of any manual or automated process to copy information from the Dignity Memorial Websites without the consent of SCI:

You also agree that you will not use any robot, spider, scraper, data mining tools, data gathering and extraction tools, or other automatic device, or manual process to access, copy, or scrape our website or its Content for any purpose without express written permission of the Company.

11. The Terms of Service further prohibit any visitor or user of the Dignity Memorial Websites from reproducing or publishing any content from the Dignity Memorial Websites without the consent of SCI:

Images, text, or other information posted or found on this website are solely for the use of users who agree to abide by this Terms of Service and the Company's Privacy Policy, and may not be accessed, used, reproduced, or published for any purpose, commercial or otherwise, without the express written permission of the Company and the owner of the images, text, or other information.

12. Pursuant to the Terms of Service, SCI has the right to prevent any visitor or user of the Dignity Memorial Websites from unauthorized copying and/or reproduction of the content of the Dignity Memorial Websites, including but not limited to the obituary information published thereon.

13. Pascal Leclerc ("Leclerc") is the sole director and officer of Echovita and its website located at URL [www.echovita.com](http://www.echovita.com). Prior to Echovita, Leclerc owned and operated similar websites located at URLs [www.afterlife.com](http://www.afterlife.com) and [www.everhere.com](http://www.everhere.com). Similar to SCI,



Echovita and its predecessors provide various obituary-related services to customers in Canada and the United States, including selling condolence flowers, funeral prints, virtual candles, and planting *in memoriam* trees.

14. From around at least October 2017, Echovita and its predecessors have continuously and knowingly engaged in the unlawful scraping, copying, reproduction, and misappropriation of obituary information on the Dignity Memorial Websites in direct violation of the Terms of Service. Echovita uses this unauthorized obituary information from the Dignity Memorial Websites to create virtual animated candles and condolence flowers on its own website for purchase.

15. Echovita further uses unauthorized obituary information from the Dignity Memorial Websites to reproduce obituaries on its own website. For example, on or around September 23, 2020, SCI posted the obituary of Mr. Leonard Kallichuk on one of the Dignity Memorial Websites and made an error by inadvertently switching Mr. Kallichuk's birth date (January 3, 1950) and date of death (September 20, 2020). This error was reproduced on the Echovita Website, where Mr. Kallichuk's unauthorized obituary read that Mr. Kallichuk "passed away on January 3, 1950." At the time, Mr. Kallichuk was not the subject of any other obituary in print or online.

16. Echovita specifically targets Texas residents by scraping and/or copying obituary information from the Dignity Memorial Websites and posting unauthorized obituaries of deceased individuals in Texas on the Echovita Website. For example, on July 2, 2021, Echovita scraped and/or copied from the Dignity Memorial Websites the obituary information of Houston resident Leo Whitfield. On July 4, 2021, Echovita scraped and/or

copied from the Dignity Memorial Websites the obituary information of Houston resident Jose Joaquin Pina. And on July 6, 2021, Echovita scraped and/or copied from the Dignity Memorial Websites the obituary information of Houston resident James Darryl Wilson. All of the foregoing were reproduced on Echovita's website.

17. SCI sent numerous letters to Echovita advising its conduct breaches the Terms of Service of the Dignity Memorial Websites and demanding Echovita cease and desist such activities, as set forth below. Although demands have been made to Echovita, Echovita continues to knowingly scrape and/or copy unauthorized information from the Dignity Memorial Websites in perpetual violation of the Terms of Service.

#### **Cause of Action—Breach of Contract**

18. Pursuant to paragraph 1 of the Terms of Service, all users of the Dignity Memorial Websites agree to be bound and subject to the Terms of Service. Echovita has been aware of the Terms of Service and the prohibitions contained therein throughout its unlawful conduct described above, as demonstrated by the following:

- a. On October 17, 2017, Leclerc was first made aware and expressly put on notice of the Terms of Service and Echovita's violations of the Terms of Service. The Terms of Service have not been amended or changed in any manner since October 17, 2017 and remain identical today.
- b. Plaintiffs again put Echovita on notice of the Terms of Service and Echovita's violations of the Terms of Service by issuing cease and desist letters on November 13, 2017; April 27, 2018; May 9, 2018 and January 16, 2019.

- c. Plaintiffs filed a statement of claim against Echovita and Leclerc in Canada on April 28, 2021 for violating the Terms of Service on the Dignity Memorial Websites.
  - d. The Terms of Service are and have always been available by way of a hyperlink at the bottom of each and every webpage on the Dignity Memorial Websites. Making the terms of service of a website available in this manner is common in the funeral home and obituary industry. Echovita is a commercial entity and a frequent user of the Dignity Memorial Websites.
  - e. Echovita's own website similarly posts its terms and conditions of use of the Echovita Website on a separate webpage, which is available by way of a hyperlink at the bottom of each webpage on the Echovita Website.
19. Accordingly, by continuing to view, use, access and/or browse the Dignity Memorial Websites with full knowledge of the Terms of Service, Echovita accepted and agreed to the Terms of Service as an enforceable and binding contract with SCI. SCI properly furnished consideration because Echovita obtained the benefit of the information displayed on the Dignity Memorial Websites.
20. Echovita's unlawful conduct constitutes a breach of the Terms of Service. Echovita has breached and continues to breach paragraph 5 of the Terms of Service by scraping and/or copying obituary information from the Dignity Memorial Websites, whether manual or automated, without the consent of SCI. Echovita has breached and continues to breach paragraph 6 of the Terms of Service by reproducing obituary information, for its own

commercial purposes, from the Dignity Memorial Websites on the Echovita Website without the consent of SCI.

21. As a result of Echovita's breach of contract, SCI has suffered and continues to suffer damages and irreparable injury.

**Application for Temporary Restraining Order and  
Application for Temporary Injunction**

22. Plaintiffs are entitled to a temporary restraining order and temporary injunction against Echovita because SCI's verified pleadings demonstrate: (1) Echovita has engaged and continues to engage in wrongful acts that provide SCI with a cause of action; (2) SCI has a probable right to relief; and (3) SCI will suffer imminent and irreparable injury for which there is no adequate legal remedy if the Court does not issue an immediate injunction. *See Butnaru v. Ford Motor Co.*, 84 S.W.3d 198, 204 (Tex. 2002) (stating and applying the elements for temporary injunctive relief).

23. The facts establishing the basis of this application for temporary and permanent injunctive relief are verified by the attached affidavit of Eric Noren.

**A. Wrongful Acts**

24. As demonstrated by the verified facts above and the attached affidavit, Echovita has had actual knowledge of the Terms of Service on the Dignity Memorial Websites and the prohibitions contained therein throughout its unlawful conduct. Echovita has willfully, repeatedly, and systematically breached the Terms of Service and its contract with Plaintiffs by continuing to scrape, copy, and reproduce obituary information on the Dignity

Memorial Websites for its own commercial purposes. Accordingly, Echovita has engaged in wrongful acts that provide Plaintiffs with a cause of action for breach of contract.

**B. Probable Right to Relief**

25. Plaintiffs are entitled to injunctive relief because the verified facts demonstrate a probable right to relief upon a final hearing. *Sun Oil Co. v. Whitaker*, 424 S.W.2d 216, 218 (Tex. 1968). A probable right to relief is shown by alleging a cause of action and presenting evidence that tends to sustain it. *Vaughan v. Intrepid Directional Drilling Specialists, Ltd.*, 288 S.W.3d 931, 936 (Tex. App.—Eastland 2009, no pet.).

26. Echovita accepted and agreed to the Terms of Service as an enforceable and binding contract with Plaintiffs. Echovita continues to knowingly breach its contract with Plaintiffs, as evidenced by the numerous cease and desist letters Plaintiffs sent Echovita. Accordingly, Plaintiffs have demonstrated a probable right to relief after a trial on the merits.

**C. Imminent and Irreparable Injury for Which There is no Adequate Remedy at Law**

27. Plaintiffs are entitled to injunctive relief because it will suffer injury which is imminent, irreparable, and for which there is no adequate remedy at law. *See Fasken v. Darby*, 901 S.W.2d 591, 592 (Tex. App.—El Paso 1995, no writ); *Henderson v. KRTS, Inc.*, 822 S.W.2d 769, 773 (Tex. App.—Houston [1st Dist.] 1992, no writ). If damages cannot be calculated for the complained-of harm, or if the defendant is unable to pay the damages, no adequate remedy at law exists. *Tex. Indus. Gas. v. Phoenix Metallurgical Corp.*, 828 S.W.2d 529, 533 (Tex. App.—Houston [1st Dist.] 1992, no writ).

28. Irreparable injury is an injury that cannot be fully compensated in money damages or an injury that results in damages that cannot be measured by any pecuniary standard. *Canteen Corp. v. Republic of Tex. Props., Inc.*, 773 S.W.2d 398, 401 (Tex. App.—Dallas 1989, no writ) (holding that disruption of business may be irreparable harm). SCI faces imminent harm because, through Echovita’s unauthorized copying, Echovita publishes inaccurate obituary information from the Dignity Memorial Websites. Instead of complying with the cease and desist letters, Echovita continues to breach the Terms of Service without regard to what it publishes and the accuracy it publishes. This has severely damaged SCI’s customer goodwill and disrupted business. Plaintiffs’ monetary damages are unquantifiable but will continue to suffer damages in the form of lost business, lost goodwill, and strained customer relationships if Echovita’s conduct is allowed to continue. Accordingly, the evidence demonstrates Plaintiffs will suffer imminent, irreparable, and for which there is no adequate remedy at law if injunctive relief is not issued.

#### **D. Request for Injunctive Relief**

29. Plaintiffs agree to pay the bond necessary for the issuance of the injunctive relief requested herein.

30. Under Section 65.011 of the Texas Civil Practice and Remedies Code and general principles of equity, Plaintiffs request that the Court grant a temporary restraining order and a temporary injunction that prohibits Echovita and any person or entity acting on behalf of or in concert with Echovita, including Echovita’s officers, directors, employees, agents, legal representatives, subsidiaries, parents, successors and assigns, from further violating the Terms of Service by specifically prohibiting Echovita and any person or entity acting

on behalf of or in concert with Echovita, including Echovita's officers, directors, employees, agents, legal representatives, subsidiaries, parents, successors and assigns, from:

- a. using any robot, spider, scraper, data mining tools, data gathering and extraction tools, or other automatic device, or manual process to access, copy, or scrape the Dignity Memorial Websites or their content for any purpose;
- b. using, reproducing, or publishing for any purpose, commercial or otherwise, the images, text, or other information posted or found on the Dignity Memorial Websites.

### **Prayer for Relief**

Plaintiffs pray that Echovita be commanded to appear and answer, and that Plaintiffs have and recover the following relief in this action:

- a. all actual and other monetary damages, according to all measures and types set forth in the paragraphs above or otherwise available to Plaintiffs based on its cause of action;
- b. a temporary restraining order and temporary injunction as requested in paragraph 30 above;
- c. a permanent injunction upon a final trial of this cause, restraining Echovita as requested in paragraph 30 above; and
- d. any and all other and further relief to which Plaintiffs may be entitled at law or in equity.

Respectfully submitted,

/s/ William P. Maines

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***Attorneys for Plaintiffs***



CAUSE NO. \_\_\_\_\_

SCI SHARED RESOURCES, LLC;  
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Plaintiffs,

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IN THE DISTRICT COURT

HARRIS COUNTY, TEXAS

JUDICIAL DISTRICT

**TEMPORARY RESTRAINING ORDER AND ORDER SETTING HEARING  
FOR TEMPORARY INJUNCTION**

After considering Plaintiffs SCI Shared Resources, LLC and DM Affinity, Inc.'s application for a temporary restraining order, the pleadings, the affidavits, and any arguments of counsel, the Court finds that there is evidence that harm is imminent to the Plaintiffs, and if the Court does not issue the temporary restraining order, Plaintiffs will be irreparably injured because Defendant Echovita, Inc. continues to inaccurately reproduce obituary information on its own website from Plaintiffs website, causing damage to Plaintiffs customer goodwill and business which cannot be measured by any pecuniary standard.

Therefore, by this order, the Court does the following:

- a. Restrains Echovita and any person or entity acting on behalf of or in concert with Echovita, including Echovita's officers, directors, employees, agents, legal representatives, subsidiaries, parents, successors and assigns, from using

any robot, spider, scraper, data mining tools, data gathering and extraction tools, or other automatic device, or manual process to access, copy, or scrape the Dignity Memorial Websites, or other websites with the identical terms of services, or their content for any purpose;

- b. Restrains Echovita and any person or entity acting on behalf of or in concert with Echovita, including Echovita's officers, directors, employees, agents, legal representatives, subsidiaries, parents, successors and assigns, from using reproducing, or publishing for any purpose, commercial or otherwise, the images, text, or other information posted or found on the Dignity Memorial Websites, or other websites with the identical terms of services;
- c. Order the clerk to issue notice to Echovita that the hearing on Plaintiffs' temporary injunction is set for \_\_\_\_\_, 2021, at \_\_\_\_\_ am/pm to determine whether this temporary restraining order should be made a temporary injunction pending a full trial on the merits; and
- d. Set bond at \$\_\_\_\_\_ the issuance of the injunctive relief.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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PRESIDING JUDGE

CAUSE NO. \_\_\_\_\_

SCI SHARED RESOURCES, LLC; AND  
DM AFFINITY, INC.

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IN THE DISTRICT COURT

HARRIS COUNTY, TEXAS

JUDICIAL DISTRICT

**UNSWORN DECLARATION OF ERIC D. NOREN**

BEFORE ME, the undersigned authority, Eric D. Noren, known to me, personally appeared and stated:

1. My name is Eric Noren. I am over 18 years of age, of sound mind and fully capable of making this Declaration. I have personal knowledge of the facts stated in this Declaration. The statements contained in this Declaration are true and correct.
2. I am currently employed as the Senior Director of Marketing Technology for SCI Shared Resources, LLC, an affiliate of DM Affinity, Inc (jointly "SCI"). SCI operates and maintains various websites located at URLs [www.dignitymemorial.com](http://www.dignitymemorial.com) and [www.rosehills.com](http://www.rosehills.com) (collectively, the "Dignity Memorial Websites"). The Dignity Memorial Websites contain various services such as funeral-related services, obituary-related services, the provision of condolence flowers, cremation and burial services, and a searchable database of obituaries. Visitors who access, use, browse, or submit any content or material on the Dignity Memorial Websites are subject to the Terms of Service. A true and correct copy of the Terms of Service are attached as Exhibit 1.
3. As part of my position, I am familiar with the design, setup, and operations of the Dignity Memorial Websites. I am also familiar with the Terms of Service on the Dignity Memorial Websites which, among other things, prohibits a user from reproducing or publishing any content from the Dignity Memorial Websites without the consent of Dignity Memorial and using any manual or automated process to copy information from the Dignity Memorial Websites without the consent of Dignity Memorial.
4. As part of my duties, I investigated the actions of Echovita, its principal and its predecessors regarding the Dignity Memorial Websites. Through my investigation, I learned that Echovita and its predecessors have continuously and knowingly engaged in the unlawful scraping,

copying, reproduction, and misappropriation of obituary information on the Dignity Memorial Websites in direct violation of the Terms of Service. On October 17, 2017, SCI sent a letter to Pascal Leclerc, the director of Echovita and its predecessors, requesting Echovita's predecessor Afterlife notifying Leclerc that he and its websites were in direct violations of the Terms of Services and demanding such violations cease immediately. Mr. Leclerc refused to cease his unlawful activities. Cease and desist letters were again sent to Leclerc and Echovita on November 13, 2017; April 27, 2018; May 9, 2018 and January 16, 2019. True and correct copies of the foregoing cease and desist letters are attached as Exhibit 2. These records are kept by SCI in the regular course of business, and it was the regular course of business of SCI for an employee or representative of SCI, with knowledge of the act or event recorded to make the record and the record was made at or near the time or reasonably soon thereafter.

5. Echovita targets residents both in and outside Texas by scraping and/or copying obituary information from the Dignity Memorial Websites and posting unauthorized obituaries of deceased individuals in Texas on the Echovita Website. For example, on July 2, 2021, Echovita scraped and/or copied from the Dignity Memorial Websites the obituary information of Houston resident Leo Whitfield. On July 4, 2021, Echovita scraped and/or copied from the Dignity Memorial Websites the obituary information of Houston resident Jose Joaquin Pina. And on July 6, 2021, Echovita scraped and/or copied from the Dignity Memorial Websites the obituary information of Houston resident James Darryl Wilson. All of the foregoing were reproduced on Echovita's website. True and correct copies of the foregoing obituaries originally published on the Dignity Memorial Website and unlawfully reproduced on Echovita's website are attached as Exhibit 3.
6. Numerous instances of content Echovita unlawfully reproduced on its website contains errors in the obituary information. Such discrepancies include the date of death, incorrect information concerning funeral services, and incorrect descriptions of the deceased's family members. For example, Echovita reproduced the obituary of Lois Mary Andreassen from the Dignity Memorial Websites but incorrectly listed the date of death as June 18, 2015, rather than the correct date of death December 19, 2018. See Exhibit 2 for a true and correct detailed description of Echovita's inaccurate reproduction of obituary information from the Dignity Memorial Website.
7. As a result of Echovita's breach of the Terms of Service, SCI has suffered and continues to irreparable injury. Instead of complying with the cease and desist letters, Echovita continues to breach the Terms of Service without regard to what it publishes and the accuracy it publishes. This has severely damaged SCI's customer goodwill and disrupted business. Plaintiffs' monetary damages are unquantifiable but will continue to suffer damages in the form of lost business, lost goodwill, and strained customer relationships if Echovita's conduct is allowed to continue. This loss of customer goodwill is exacerbated by the fact that SCI is in the death and funeral industry, an industry in which attention to detail is crucial because of the sensitive issues dealt with. Echovita's careless and unlawful reproduction confuses and angers SCI's customers.
8. I hereby verify that I have fully read the assertions in this Declaration and I declare under penalty of perjury that the factual allegations contained in SCI Shared Resources, LLC and

DM Affinity, Inc.'s Original Petition and Application for a Temporary Restraining Order and Application for Temporary and Permanent Injunctions are true and correct.

My name is Eric D. Noren, my date of birth is 10/20/1973, and my address is 1929 Allen Parkway, Houston, Texas 77019 in the United States of America. I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 20th day of July, 2021

A handwritten signature in black ink, appearing to read 'Eric Noren', is written over a horizontal line.

Eric Noren  
Senior Director of Marketing and Technology  
SCI Shared Resources, LLC

**Schedule “A”**

**Exhibit**

**1**

PLAN A FUNERAL OR  
CREMATION FIND OBITUARIES  
AND SERVICESFIND FUNERAL HOMES  
OR CEMETERIESSUPPORT FRIENDS  
AND FAMILY

HOME &gt; TERMS OF SERVICE

## Terms of Service

Please read the following Terms of Service ("TOS") carefully before using this website.

1. GENERAL AGREEMENT
2. DESCRIPTION OF SERVICE
3. REGISTRATION & PRIVACY
4. SECURITY
5. USE
6. NO REPRODUCTION OR PUBLICATION
7. YOUR ACCOUNT, PASSWORD AND SECURITY
8. STORAGE
9. MODIFICATIONS TO SERVICE
10. TERMINATION
11. ADVERTISERS
12. LINKS
13. DISCLAIMER
14. LIMITATION OF LIABILITY
15. EXCLUSIONS AND LIMITATIONS
16. TRADEMARK INFORMATION
17. INDEMNITY
18. **DISPUTE RESOLUTION; INFORMAL RESOLUTION AND FORMAL RESOLUTION BY ARBITRATION/CLASS ACTION WAIVER**
19. GOVERNING LAW AND JURISDICTION
20. LIMITED TIME TO FILE CLAIMS
21. CONSUMER PROTECTION NOTICE
22. GENERAL INFORMATION

1. **GENERAL AGREEMENT.** This website is offered by Dignity Memorial Network, Inc. and its parents and affiliates (collectively the "Company"). Our website and all use of it are governed by the following TOS. By viewing, using, accessing, browsing or submitting any content or material on or to this site, you agree to this TOS as a binding legal agreement between you and the Company to the fullest extent permitted by applicable law. You further agree that the Company shall have the right to alter or amend the TOS or any other guidelines or policies at any time, with or without advance notice to you. You agree that each visit you make to this website and your continued use of our website shall confirm that you have read, accepted and agreed to be bound by such modifications of the TOS.

2. Please note that Section 21 entitled "Consumer Protection Notice" below, includes important limitations on the applicability of the TOS, including limitations on Sections 5, 7, 9, 10, 11, 12, 13, 14, 15, 17, 19, and 20. **DESCRIPTION OF SERVICE.** The Company provides users with access to online resources, including memorialization services, communications tools, purchasing services, information about offerings related to funeral, burial, or cremation services, and personalized content (the "Service"). Any new Service features shall be subject to the TOS. You understand and agree that the Service is provided "AS-IS" and that the Company assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. To use the Service, you must obtain access to the World Wide Web, pay any service fees for such access, and provide all equipment necessary to make such connection.

3. **REGISTRATION & PRIVACY.** You may have to register to have access to additional pages for ecommerce, Dignity Planning, Making Everlasting Memories® Memorials and Legacy Online Memorials. Otherwise, there is no requirement or account registration. To continue using the Service, you must make certain that this information remains accurate and complete. All information that we collect about you through the website is subject to our [Privacy Policy](#).



4. SECURITY. You will receive a password and account name when you register. Please keep your password confidential at all times, because you are responsible for all activities that occur under your password or account. Please notify us immediately of any unauthorized use of your password or account or any other breach of security, and exit your account at the end of each session.

5. USE. The Service is intended for personal use only as provided in your Service Agreement. You agree not to use the Service for commercial purposes. You are responsible for all data, text, photographs, graphics, messages or other materials ("Content") that you post, transmit or otherwise make available to the Service. The Company does not control the Content delivered to the Service and does not guarantee or make any representations regarding the accuracy, integrity or quality of such Content. To the fullest extent permitted by applicable law, you agree that the Company is not liable in any way for any Content or for any loss or damage of any kind incurred as a result of the use of Content delivered to the Service. You further agree that you will not use the Service to:

- Deliver Content that is or may be deemed abusive, defamatory, deceptive or misleading, hateful, obscene, prejudiced, threatening, vulgar or otherwise objectionable;
- Deliver Content that contains software viruses or any other code, files or programs designed to damage or disrupt any software, hardware or telecommunications equipment;
- Interfere with or disrupt the Service or servers or networks connected to the Service;
- Deliver Content which contains copyrighted content without the express written permission of the owner of the copyrighted content, or infringes upon any copyright, trademark, patent, trade secret or other intellectual property right;
- Deliver Content which harms or is inappropriate for minors to view;
- Attempt to modify, alter, recreate or otherwise use the Company's website or the Service for any purpose other than as specifically permitted;
- Collect or store personal data about other users pertaining to or associated with individuals without their consent;
- Violate any applicable law or regulations;
- Deliver Content that any law or other obligation prohibits you from delivering;
- Harm or harass any person or entity; or
- For tasks for which it is not intended.

You also agree that you will not use any robot, spider, scraper, data mining tools, data gathering and extraction tools, or other automatic device, or manual process to access, copy, or scrape our website or its Content for any purpose without express written permission of the Company. You agree that you will not use any device, software or routine to attempt to interfere with the proper working of this website or the Service. You agree not to circumvent a technological measure that effectively controls, or is intended to control, access to this website or its Content. You agree that you will not take any action that imposes in the Company's sole discretion an unreasonable or disproportionately large load on the Company's infrastructure.

The Company reserves the right, in its sole discretion and without limiting its other remedies, to limit your access and use of the Service, including the number of your connections and the content and data you may access. The Company reserves the right to restrict, suspend, or terminate your account and/or access or use if the Company believes that you may be in breach of this TOS or law or are misusing the Service.

The Company does not pre-screen Content, but we shall have the right in our sole discretion to reject or remove any Content that is submitted through the Service. You agree to evaluate and bear all risks associated with the use of any Content. You further agree to comply with all applicable laws of the country, state or province, and locality in which you reside regarding online conduct, acceptable Content and the transmission of technical data.

You acknowledge and agree that the Company may preserve Content. Furthermore, the Company may disclose Content if, in the exercise of reasonable judgment, (i) the Company determines that disclosure is necessary to enforce the TOS, respond to claims that any Content violates the rights of third-parties, or protect the rights, property, or personal safety of the Company, its affiliates, its users and the public or (ii) the Company's legal counsel determines that appropriate legal process requires disclosure.

You grant the Company and related entities a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, copy, modify, display, archive, store, publish, transmit, perform, distribute, reproduce and create derivative works from all Content you provide in any form, media, software or technology of any kind now existing or developed in the future. Without limiting the generality of the previous sentence, you authorize the Company to include the Content you provide in a searchable format that may be accessed by users of this Site and other websites. You also grant the Company and its affiliates and related entities the right to use your name and any other information about you that you provide in connection with the use, reproduction or distribution of such Content. You also grant the Company the right to use the



Content and any facts, ideas, concepts, know-how or techniques ("Information") contained in any Content or communication you send to us for any purpose whatsoever, including but not limited to, developing, manufacturing, promoting and/or marketing products and services. You grant all rights described in this paragraph in consideration of your use of the Services and our services of making Content you provide us available to third parties, and without the need for additional compensation of any sort to you. The Company does not claim ownership of Content you submit.

6. NO REPRODUCTION OR PUBLICATION. Images, text, or other information posted or found on this website are solely for the use of users who agree to abide by this TOS and the Company's Privacy Policy, and may not be accessed, used, reproduced, or published for any purpose, commercial or otherwise, without the express written permission of the Company and the owner of the images, text, or other information.

7. YOUR ACCOUNT, PASSWORD AND SECURITY. Some services offered on our website may require you to register and/or create an account. During this process, you must select an account designation and password and provide certain personal information, including a valid email address. In consideration of the use of the Company's services, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the registration form, and (b) maintain and promptly update the personal information you provide to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or the Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Company has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

You are responsible for maintaining the confidentiality and security of your account and password, and you are fully responsible for all activities that occur under your password or account, and for any other actions taken in connection with the account or password. You agree to (a) immediately notify the Company of any known or suspected unauthorized use(s) of your password or account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password or credit card information; and (b) ensure that you exit from your account at the end of each session. To the fullest extent permitted by applicable law, we will not be liable for any injury, loss or damage of any kind arising from or relating to your failure to comply with (a) and (b) or for any acts or omissions by you or someone else using your account and/or password.

8. STORAGE. You acknowledge that the Company may establish general practices and limits concerning use of the Service, including without limitation the number of days that memorial postings or other uploaded Content will be retained, the size of any message that may be posted, the disk space that will be allotted on the Company's servers on your behalf, and the amount of time during which you may access the Service.

9. MODIFICATIONS TO SERVICE. The Company reserves the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. In addition, The Company's ability to provide the Service is contingent upon many factors that may be out of the Company's control, including, but not limited to, the continued availability of the internet as it presently exists or other technologies that may be available in the future that would allow for the continuation of such Service in essentially the same manner as they are provided today. To the fullest extent permitted by applicable law, you agree that the Company shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service for any reason.

10. TERMINATION. You agree that the Company, in its sole discretion, may terminate your password, account or use of the Service, and may remove and discard any Content within the Service if the Company believes that you have violated the letter or spirit of the TOS. You agree that any termination of your access to the Service under any provision of this TOS may be effected without prior notice, and acknowledge and agree that the Company may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. You and your agents and assigns are not eligible or authorized to access or use the Service and you agree not to access or use the Service after your access and use have been terminated by the Company, without the Company's express prior written consent. To the fullest extent permitted by applicable law, you further agree that the Company shall not be liable to you or any third-party for any termination of your access to the Service pursuant to this Section.

11. ADVERTISERS. Your communication and interaction with advertisers found on or through the Service are solely between you and such advertiser. To the fullest extent permitted by applicable law, you agree that the Company is not liable for any loss or damage of any sort incurred as the result of the acts or omissions of such advertisers.



12. **LINKS.** The Service may provide, or third parties may provide, links to other World Wide websites or resources. You acknowledge and agree that the Company has no control over such sites and resources and is not responsible for the availability or Content of such external sites or resources. To the fullest extent permitted by applicable law, you further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

13. **DISCLAIMER.** To the fullest extent permitted by applicable law, you expressly understand and agree that your use of the Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Company expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of fitness for a particular purpose, merchantability and non-infringement. The Company makes no warrant that (i) the Service will meet your requirements, (ii) the Service will be uninterrupted, timely, secure or error free, (iii) the quality of any products, services, information or other material purchased or obtained by you through the Service will meet your expectations, or (iv) any errors in the Service will be corrected.

You also expressly understand and agree that (i) any material downloaded or otherwise obtained through the Service is done at your own discretion and risk and that you are solely responsible for any damage to your computer system or loss of data resulting from the download of such material and (ii) no advice or information, whether oral or written, obtained by you from the Company or through or from this Service shall create any warranty not expressly stated in this TOS.

14. **LIMITATION OF LIABILITY.** To the fullest extent permitted by applicable law, you understand and agree that the Company and its affiliates are not liable for any direct, indirect, incidental, special, consequential or exemplary damages (even if the Company has been advised of the possibility of such damages) resulting from: (i) your use or inability to use the Service; (ii) unauthorized access to or alteration of your transmissions or data; (iii) statements or conduct of any third party on the Service; or (iv) any other matter relating to the Service.

15. **EXCLUSIONS AND LIMITATIONS.** Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, as set forth in Section 21 ("Consumer Protection Notice") below, some of the above limitations of Sections 13 and 14 may not apply to you.

16. **TRADEMARK INFORMATION.** Dignity Memorial, the Dignity Memorial logo, Dignity Planning, Aftercare Planner, MeM, the MeM logo, Making Everlasting Memories, Everlasting Memorial, 24-Hour Compassion Helpline and other Company logos and product and service names are trademarks of the Company and its affiliates, or the Company has a license to use such trademark. You agree not to display or use in any manner any of these without our prior written permission.

17. **INDEMNITY.** To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold the Company, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim, demand or loss made by any third party due to or arising out of Content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of the rights of any other person or entity.

**18. Dispute Resolution; Informal Resolution and Formal Resolution by Arbitration/Class Action Waiver**

In order to expedite and control the cost of disputes, you and the Company agree that any legal or equitable claim relating to use of this website or the use or purchase of any Service from this website (referred to as a "Claim") will be resolved as follows:

**1. Informal Resolution:**

You and the Company will first attempt to resolve any Claim informally. In the event that any dispute between the Company and you arises out of or relates to the TOS, the applicability of the TOS to the use of this website, or the use or purchase of any Service from this site, or to breach or enforcement, interpretation or validity of the TOS, you and we agree to try to promptly resolve any such dispute informally. Please send a written notice describing the dispute to [help@dignitymemorial.com](mailto:help@dignitymemorial.com).

**2. Formal Resolution by Arbitration/Class Action Waiver:**

**READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY, IT LIMITS YOUR RIGHTS, INCLUDING THE**



**RIGHT TO MAINTAIN A COURT ACTION.** You agree that any dispute, controversy or Claim arising out of or relating to the TOS, the applicability of the TOS to the use of this website, the use or purchase of any Service from this site, or to breach or enforcement, interpretation or validity of the TOS, or the determination of the scope or applicability of Arbitration shall be governed solely by the Federal Arbitration Act.

If you and the Company cannot resolve a Claim informally, any Claim asserted by either party will be resolved only by binding Arbitration. By agreeing to Arbitration, both you and the Company understand and agree that all disputes shall be decided by a single arbitrator and that you are waiving your rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle disputes. Instead of suing in court, both you and the Company each agree to settle disputes (except certain small claims) only by Arbitration. **ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JURY TRIAL.** The rules in Arbitration are different. There is no judge or jury, and review is limited, but an arbitrator can award the same damages and relief, and must honor the same limitations stated in these TOS as a court would.

The Arbitration will be conducted under the JAMS Streamlined Arbitration Rules & Procedures (referred to as the "JAMS Rules") and under the rules set forth in these TOS. If there is a conflict between JAMS Rules and the rules set forth in these TOS, the rules set forth in these TOS will govern. You may, in Arbitration, seek any and all remedies otherwise available to you pursuant to the law of the governing state. If you decide to initiate Arbitration, the Company agrees to pay the Arbitration initiation fee and any additional required deposit required by JAMS to initiate your Arbitration. You and the Company agree to pay the costs of the Arbitration proceeding provided however that if you are a consumer you shall not be required to pay more than \$250.00 of the fees or such amount as the JAMS Rules may later prescribe. All other fees, such as attorneys' fees and expenses of travel to the Arbitration, will be paid in accordance with JAMS Rules. The Arbitration will be held at a location in your home town area if possible, unless you and the Company both agree to another location or telephonic Arbitration. To initiate Arbitration, you or the Company must do the following things:

- (1) Write a demand for Arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered. You can find a copy of a Demand for Arbitration at [www.jamsadr.com](http://www.jamsadr.com).
- (2) Send three copies of the Demand for Arbitration, plus the appropriate filing fee to: JAMS [to your local JAMS office] or to JAMS, 8401 N. Central Expressway, Suite 610, Dallas, TX 75225.
- (3) Send one copy of the Demand for Arbitration to the other party.

Special Rules in the Arbitration Proceeding. (i) The arbitrator has no authority to make errors of law and any award may be challenged if the arbitrator does so. Otherwise, the arbitrator's decision is final and binding on all parties and may be enforced in any Federal or State court that has jurisdiction. (ii) Neither you nor the Company shall be entitled to join or consolidate claims in Arbitration by or against other individuals or entities, or arbitrate any claim as a representative member of a class or in a private attorney general capacity. **THIS MEANS THAT YOU WAIVE YOUR RIGHT TO INITIATE OR PARTICIPATE IN ANY CLASS OR CONSOLIDATED ACTION WHATSOEVER.** Accordingly, you and the Company agree that the JAMS Class Action Procedures do not apply to our Arbitration. A court may sever any portion of this dispute resolution provision if it finds such unenforceable. Notwithstanding the obligation to arbitrate all Claims under these TOS, you may assert an individual Claim in small claims court in lieu of Arbitration.

#### 19. GOVERNING LAW AND JURISDICTION.

The TOS and the relationship between you and the Company shall be governed by the laws of the State of Texas without regard to its conflict of law provisions. Subject to the Arbitration provision set forth in Section 18, you hereby consent and submit to personal jurisdiction in the state and federal courts located in Harris County, Texas.

#### 20. LIMITED TIME TO FILE CLAIMS.

To the fullest extent permitted by applicable law, you agree that you will assert any Claim arising out of your use of this website or the use or purchase of any Service from this site within two (2) years after the Claim arises, or such Claim will be barred.

21. **CONSUMER PROTECTION NOTICE.** Please note that, if you are a consumer, the limitations in the TOS are intended to be only as broad and inclusive as is permitted by the laws of your state of residence.

If you are a New Jersey consumer, the terms of Sections 5, 7, 9, 10, 11, 12, 13, 14, 15, 17, 19, and 20 do not limit or waive your rights under New Jersey law and the limitations in these TOS are intended to be only as broad and inclusive as is permitted by the laws of the State of New Jersey.

Subject to the foregoing, we reserve all rights, defenses and permissible limitations under the laws of the State of New Jersey and under the laws of your state of residence. Nothing in this Section shall modify Subsection 18(B) ("Formal

22. GENERAL INFORMATION. The failure of the Company to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties agree that the court should try to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.



[ABOUT US](#)   [CONTACT US](#)   [CAREERS](#)   [PRIVACY POLICY](#)   [TERMS OF SERVICE](#)   [ACCESSIBILITY](#)   [DO NOT CALL](#)

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This site is provided as a service of SCI Shared Resources, LLC. The Dignity Memorial brand name is used to identify a network of licensed funeral, cremation and cemetery providers that include affiliates of Service Corporation International, 1929 Allen Parkway, Houston, Texas. With over 2,000 locations, Dignity Memorial providers proudly serve over 300,000 families a year.

**SMART & BIGGAR**

Intellectual Property & Technology Law

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Tel. 613.232.2486 | Fax 613.232.8440  
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Timothy Stevenson  
tstevenson@smart-biggarr.ca

**Our Ref: 84104402 (76875-43)**

**WITHOUT PREJUDICE**

BY COURIER and EMAIL

October 17, 2017

Afterlife  
500-5100 Rue des Tournelles,  
Ville de Québec, QC, G2J 1E4  
Canada  
Attn: Jordon Michael Le Brun

Dear Mr. Le Brun:

Re: Infringement of SCI's Copyright and Breach of the Terms of Service of its Website

We represent Service Corporation International (Canada) ULC (hereinafter "SCI") with respect to its intellectual property matters in Canada. As you are likely aware, our client is one of Canada's largest providers of funeral and cemetery services and hosts a website in Canada [www.dignitymemorial.ca](http://www.dignitymemorial.ca) (the "Dignity Memorial Website") which provides a searchable obituary database, among other services.

SCI is the owner of copyright associated with the content of the Dignity Memorial Website under the Canadian *Copyright Act*, including the obituary information and compilations thereof, stored in its database.

Furthermore, all users of the Dignity Memorial Website are bound by the Terms of Service (hereinafter abbreviated as "TOS") provided on the website as set out by Dignity Memorial Network, Inc and its parents and affiliates, including SCI (collectively referred to in the TOS as the "Company"). Attached as Schedule "A" is a copy of the TOS, wherein Section 1 provides the following:

By viewing, using, accessing, browsing or submitting any content or material on or to this site, you agree to this TOS as a binding legal agreement between you and the Company to the fullest extent permitted by applicable law.



As a result of the TOS, all users are bound to certain limitations with respect to the use of the information contained on the Dignity Memorial Website. Specifically, Section 5 of the TOS prohibits the manual or automated copying of information from the Dignity Memorial Website without consent from the Company:

You also agree that you will not use any robot, spider, scraper, data mining tools, data gathering and extraction tools, or other automatic device, or manual process to access, copy or scrape our website or its Content for any purpose without express written permission of the Company.

In addition, Section 6 of the TOS prohibits the reproduction or publication of any content from the Dignity Memorial Website without consent from the Company:

NO REPRODUCTION OR PUBLICATION. Images, text, or other information posted or found on this website are solely for the use of users who agree to abide by this TOS and the Company's Privacy Policy, and may not be accessed, used, reproduced, or published for any purpose, commercial or otherwise, without the express written permission of the Company and the owner of the images, text, or other information.

As a result of its copyright and the Terms of Service, SCI is the owner of the exclusive right to reproduce all of the work of the Dignity Memorial Website and has the right to prevent third parties from unauthorized copying of the content of the Dignity Memorial Website, including the obituary information and compilations thereof, stored in its database.

It has recently come to our attention that your company is gathering copyrighted content, specifically obituary information, from the Dignity Memorial Website and reproducing that copyrighted content on your company's website ([www.afterlife.co](http://www.afterlife.co)). Examples of this conduct are attached as Schedule "B".

Additionally, some of the content gathered and reproduced on your company's website at [afterlife.co](http://afterlife.co) contains errors in the obituary information. Representative examples of this erroneous reproduction on the [afterlife.co](http://afterlife.co) website of obituary information obtained from the Dignity Memorial Website are attached as Schedule "C". Specifically, one of the main discrepancies is the listing of the incorrect funeral home location on the [afterlife.co](http://afterlife.co) website. This erroneous reproduction of content from the Dignity Memorial Website is causing damage to the goodwill and reputation associated with SCI and its business and services. Three representative examples of these differences are summarized in the chart below:

Individual	Correct Funeral Home listed on Dignity Memorial Website	Funeral Home listed on <a href="http://afterlife.co">afterlife.co</a>
Mr. R. Liptak	First Memorial Funeral Services in Duncan, BC	First Memorial Funeral Services in Edmonton, AB.
Ms. T. D. Benner	First Memorial Funeral Services in Kelowna, BC	First Memorial Funeral Services in Edmonton, AB.
Mr. F. L. Enger	First Memorial Funeral Services in Duncan, BC	First Memorial Funeral Services in Edmonton, AB.

The reproduction of SCI's copyrighted work on the afterlife.co website constitutes copyright infringement pursuant to section 27 of the *Copyright Act*. Furthermore, this data gathering and reproduction of information constitutes a breach of the Terms of Service your company agreed to by viewing, using and accessing the Dignity Memorial Website.

Our client considers this to be a very serious matter. In view of the above, our client requires that you do the following:

1. Immediately cease all data gathering and reproduction of information from the Dignity Memorial Website, and any other websites owned or controlled by SCI or any of its affiliated companies;
2. Remove all of the content from your company's website, and any other websites owned or controlled by your company, that was obtained from the Dignity Memorial Website, or which otherwise constitutes an infringement of SCI's copyright and/or a breach of the Terms of Use of the Dignity Memorial Website;
3. Undertake not to copy any information from the Dignity Memorial Website, and any other websites owned or controlled by SCI or any of its affiliated companies at any time in the future; and
4. Confirm points 1 to 3 above in writing.

We require a satisfactory response by no later than **November 1, 2017**. If we receive a satisfactory response within that time, our client may be prepared to forego its right to recover damages from you in respect of your above-referenced infringing activities.

We look forward to hearing from you.

Yours very truly,

SMART & BIGGAR



Timothy Stevenson

TOS:jms  
encl.

cc: Benoit Tessier  
2300 Rue du Barachois, Suite 505  
Quebec City, QC, G2C 0G3  
Canada

## SMART & BIGGAR

Intellectual Property & Technology Law

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Timothy Stevenson  
[tostevenson@smart-biggar.ca](mailto:tostevenson@smart-biggar.ca)

**Our Ref: 84104402 (76875-43 )**

November 13, 2017

**WITHOUT PREJUDICE**

Paco Leclerc  
Afterlife  
500-5100 Rue des Tournelles,  
Ville de Québec, QC G2J 1E4

Dear Mr. Leclerc:

Re.: Infringement of SCI's Copyright and Breach of the Terms of Service of its Website

This is further to our letter of October 17, 2017 and your email of October 26, 2017.

We thank you for your cooperation in removing the incorrect funeral home locations from the obituary information on your website.

In addition, please note that we have identified many instances on your website in which the location of residence of the deceased individual is incorrect. The incorrect location appears to have been automatically generated by an algorithm. As I am sure you can appreciate, such errors can be very distressing to the friends and family of the deceased individual. We attach a representative (but none-exhaustive) collection of examples for your reference, in which residents of Victoria, British Columbia are identified as being residents of Edmonton, Alberta. Any such errors must be corrected immediately as well.

Finally, in order to bring this matter to a close, we require that you confirm the undertakings set out below by signing and returning a scanned copy of this letter to my attention by email. In particular, on your behalf and on behalf of your company, you undertake as follows:

1. That you have ceased all data gathering and reproduction of information from the Dignity Memorial Website at [www.dignitymemorial.ca](http://www.dignitymemorial.ca) and [www.dignitymemorial.com](http://www.dignitymemorial.com), and any other websites owned or controlled by SCI or any of its affiliated companies;



Our Ref: 84104402

2

SMART & BIGGAR

2. That you have removed all of the content from your company's website, and any other websites owned or controlled by your company, that was obtained from the Dignity Memorial Website, or which otherwise constitutes an infringement of SCI's copyright and/or a breach of the Terms of Use of the Dignity Memorial Website; and
3. You undertake not to copy any information from the Dignity Memorial Website, and any other websites owned or controlled by SCI or any of its affiliated companies at any time in the future.

Please confirm the above undertakings by signing a copy of this letter in the space provided below and return a signed copy to me at your earliest convenience.

Yours very truly,

SMART & BIGGAR

A handwritten signature in blue ink, appearing to read 'T. Stevenson', with a long horizontal flourish extending to the right.

Timothy O. Stevenson

---

Name: Paco Leclerc on behalf of Afterlife.co

**SMART & BIGGAR**

Intellectual Property & Technology Law

55 Metcalfe Street Suite 900  
PO Box 2999 Station D  
Ottawa ON K1P 5Y6 Canada  
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Timothy Stevenson  
[tostevenson@smart-biggar.ca](mailto:tostevenson@smart-biggar.ca)

**Our Ref: 84268046 (76875-45)**

**WITHOUT PREJUDICE**

BY COURIER and EMAIL

April 27, 2018

Everhere.com  
1020 Rue Bouvier #472,  
Quebec City, QC G2K 0K9

Attn: Paco Leclerc

Dear Mr. Leclerc:

Re: Infringement of SCI's Copyright and Breach of the Terms of Service of its Website

We represent Service Corporation International (Canada) ULC (hereinafter "SCI") with respect to its intellectual property matters in Canada. As you are aware from our letter of October 17, 2017 relating to your prior activities with the website [afterlife.co](http://afterlife.co), our client is one of Canada's largest providers of funeral and cemetery services and hosts several websites, including [www.dignitymemorial.com](http://www.dignitymemorial.com) and [www.dignitymemorial.ca](http://www.dignitymemorial.ca) (the "Dignity Memorial Websites"). Our client's websites provide searchable obituary databases, among other services.

SCI is the owner of copyright associated with the content of the Dignity Memorial Websites under the Canadian *Copyright Act*, including the obituary information and compilations thereof, stored in its databases.

Furthermore, all users of the Dignity Memorial Websites are bound by the Terms of Service (hereinafter abbreviated as "TOS") provided on the Dignity Memorial Websites as set out by Dignity Memorial Network, Inc. and its parents and affiliates, including SCI (collectively referred to in the TOS as the "Company"). Attached as Schedule "A" is a copy of the TOS, wherein Section 1 provides the following:

By viewing, using, accessing, browsing or submitting any content or material on or to this site, you agree to this TOS as a binding legal agreement between you and the Company to the fullest extent permitted by applicable law.

As a result of the TOS, all users are bound to certain limitations with respect to the use of the information contained on the Dignity Memorial Websites. Specifically, Section 5 of the TOS prohibits the manual or automated copying of information from the Dignity Memorial Websites without consent from the Company:

You also agree that you will not use any robot, spider, scraper, data mining tools, data gathering and extraction tools, or other automatic device, or manual process to access, copy or scrape our website or its Content for any purpose without express written permission of the Company.

In addition, Section 6 of the TOS prohibits the reproduction or publication of any content from the Dignity Memorial Websites without consent from the Company:

NO REPRODUCTION OR PUBLICATION. Images, text, or other information posted or found on this website are solely for the use of users who agree to abide by this TOS and the Company's Privacy Policy, and may not be accessed, used, reproduced, or published for any purpose, commercial or otherwise, without the express written permission of the Company and the owner of the images, text, or other information.

As a result of its copyright and the Terms of Service, SCI is the owner of the exclusive right to reproduce all of the work of the Dignity Memorial Websites and has the right to prevent third parties from unauthorized copying of the content of the Dignity Memorial Websites, including the obituary information and compilations thereof, stored in its databases.

It has recently come to our attention that, via a new website operated under the name Everhere ([www.everhere.com](http://www.everhere.com)), you continue to gather copyrighted content, specifically obituary information, from the Dignity Memorial Websites and are reproducing that copyrighted content on the everhere.com website. Examples of this conduct are attached as Schedule "B".

Additionally, we have found numerous instances of content gathered and reproduced on the everhere.com website that contain errors in the obituary information. Representative examples of this erroneous reproduction on the everhere.com website of obituary information obtained from the Dignity Memorial Websites are attached as Schedule "C". Specifically, these discrepancies include incorrect date of death, location of death, location of funeral services and descriptions of the individual's family members. This erroneous reproduction of content from the Dignity Memorial Website is causing damage to the goodwill and reputation associated with SCI and its business and services. Representative examples of these differences are summarized in the chart below:

Individual	Dignity Memorial Website	Everhere Website
Mr. James Yates	Funeral Service at Cathedral of St. Peter-In-Chains, 411 Reid Street, Peterborough, ON	Funeral Service at 411 Reid Street, Woodville, TX, USA
Ms. Kathleen Vaughan	Date of death: January 21, 2018	Date of death: February 15, 2018
Mr. John Gerlings	Location of death: Lindsay, ON	Location of death: Peterborough, ON



Individual	Dignity Memorial Website	Everhere Website
	Description: "great grandfather of Weston, Bill, Tucker and John Michael"	Description: "his great grandchildren, Weston Michael, Bill Michael, Tucker Michael, John Michael"
Ms. Olive Curtis	"Proud nana of many grandchildren and great-grandchildren."	"She is survived by : her great grandchild, Dear"
Ms. Verna McGillen	"Daughter of the late Emerson and Catherine (nee Hickey) Woodcock."	"She was predeceased by : her parent, Emerson Woodcock" [...] "She is survived by : her parent, Catherine Woodcock"

The reproduction of SCI's copyrighted work on the everhere.com website constitutes copyright infringement pursuant to section 27 of the *Copyright Act*. Furthermore, this data gathering and reproduction of information constitutes a breach of the Terms of Service that your company agreed to by viewing, using and accessing the Dignity Memorial Websites.

You are aware that we notified you of this same misconduct on the Afterlife website in our letter dated October 17, 2017. We understand that you have since shut down and ceased operating the Afterlife website (afterlife.co); however, you are now violating those same rights via the everhere.com website.

Our client considers this to be a very serious matter. In view of the above, our client requires that you do the following:

1. Immediately cease all data gathering and reproduction of information from the Dignity Memorial Websites, and any other websites owned or controlled by SCI or any of its affiliated companies;
2. Remove all of the content from your company's website, and any other websites owned or controlled by your company or any affiliated companies, that was obtained from the Dignity Memorial Websites, or which otherwise constitutes an infringement of SCI's copyright and/or a breach of the Terms of Service of the Dignity Memorial Websites;
3. Undertake not to copy any information from the Dignity Memorial Websites, and any other websites owned or controlled by SCI or any of its affiliated companies, at any time in the future, under the trade name Everhere, or any other trade name; and
4. Confirm points 1 to 3 above in writing.

We require a satisfactory response by no later than **May 11, 2018**. If we do not receive a satisfactory response within that time, we will advise our clients of all of its rights, including to commence an action against you without further notice, seeking, among other things, a permanent and interlocutory injunction, damages and legal costs.

Our Ref: 76875-45

4

SMART & BIGGAR

We look forward to hearing from you.

Yours very truly,

SMART & BIGGAR

A handwritten signature in dark ink, appearing to read 'T. Stevenson', is written over the printed name.

Timothy Stevenson

TOS:jms

cc: 500-5100 Rue des Tournelles,  
Ville de Québec, QC, G2J 1E4

## SMART & BIGGAR

Intellectual Property & Technology Law

55 Metcalfe Street Suite 900  
P.O. Box 2999, Station D  
Ottawa Ontario K1P 6L5 Canada  
Tel. 613-232-2486 | Fax 613-232-8440

[www.smart-biggar.ca](http://www.smart-biggar.ca)

Timothy Stevenson  
tostevenson@smart-biggar.ca

**Our Ref: 84268046 (76875-45)**

### **WITHOUT PREJUDICE**

BY EMAIL

May 9, 2018

Everhere.com  
1020 Rue Bouvier #472,  
Quebec City, QC G2K 0K9

Attn: Pascal Leclerc

Dear Mr. Leclerc:

Re: Infringement of SCI's Copyright and Breach of the Terms of Service of its Website

This is further to your emails of May 4 and May 7, 2018. I have provided your emails to my client; however, they do not agree to your proposal.

The unauthorized scraping and replication of data and obituary information from my client's websites is in clear violation of the Terms of Service of my client's websites identified in our letter of April 27, 2018, and thus constitutes breach of contract. We also note that this unauthorized reproduction of information from my client's websites is being conducted without the express permission of the deceased individuals' families, an issue which we understand the Bereavement Authority of Ontario has already drawn to your attention.

Further, the obituary information presented on the Everhere website misleadingly suggests to the public that the obituaries on the Everhere website have been authorized by my client or the family of the deceased, which is clearly not the case. This conduct is thus in violation of section 52 of the *Competition Act* which prohibits a party from knowingly or recklessly making a representation to the public that is false or misleading in a material respect, and for which my client may recover damages under section 36 of the *Competition Act*.

The above-referenced unauthorized scraping of information from my client's websites will also continue to produce errors that damage the reputation of my client and cause harm to the families involved. In this regard, we note that obituary information on the Everhere website

Our Ref: 76875-45

2

relating to Kathleen Vaughan and Verna McGillen (referenced in our letter of April 27, 2018) remains incorrect.

My client requires your immediate compliance with each of terms 1 through 4 set out in our letter of April 27, 2018. Please confirm for me as soon as possible once these steps are complete so that this matter can be resolved. In the absence of a satisfactory response, my client reserves all its rights, including to commence an action against you without further notice, seeking an injunction, damages and legal costs.

We look forward to hearing from you as soon as possible.

Yours very truly,

SMART & BIGGAR

A handwritten signature in blue ink, appearing to read 'T. Stevenson', with a stylized flourish extending from the end.

Timothy Stevenson

TOS:jms

## SMART & BIGGAR

Intellectual Property & Technology Law

55 Metcalfe Street Suite 900  
P.O. Box 2999, Station D  
Ottawa Ontario K1P 6L5 Canada  
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[www.smart-biggar.ca](http://www.smart-biggar.ca)

Matthew Norton  
[mbnorton@smart-biggar.ca](mailto:mbnorton@smart-biggar.ca)

**Our Ref: 84268046**

### **WITHOUT PREJUDICE**

January 16, 2019

Everhere.com  
1020 Rue Bouvier, #472,  
Québec City, Québec  
G2K 0K9, CANADA

Attn: Mr. Paco Leclerc

Dear Mr. Leclerc:

**BY COURIER AND EMAIL**

Re: Infringement of SCI's Copyright and Breach of the Terms of Service of its Website

We represent Service Corporation International (Canada) ULC (hereinafter "SCI") with respect to its intellectual property matters in Canada. As you are aware from our previous correspondence relating to your prior activities through the websites [afterlife.co](http://afterlife.co) (the "Afterlife website") and [everhere.com](http://everhere.com) (the "Everhere website"), our client is one of Canada's largest providers of funeral and cemetery services and hosts several websites, including [www.dignitymemorial.com](http://www.dignitymemorial.com) and [www.dignitymemorial.ca](http://www.dignitymemorial.ca) (the "Dignity Memorial Websites"). Our client's websites provide searchable obituary databases, among other services.

### **SCI's Copyright and Terms of Service**

As you know, SCI is the owner of copyright associated with the content of the Dignity Memorial Websites under the Canadian *Copyright Act*, including the obituary information and compilations thereof, stored in its databases.

Furthermore, all users of the Dignity Memorial Websites are bound by the Terms of Service (hereinafter abbreviated as "TOS") provided on the Dignity Memorial Websites as set out by Dignity Memorial Network, Inc. and its parents and affiliates, including SCI (collectively referred to in the TOS as the "Company"). Attached as Schedule "A" is a copy of the TOS, wherein Section 1 provides the following:



Our Ref: 84268046

- 2 -

SMART & BIGGAR

By viewing, using, accessing, browsing or submitting any content or material on or to this site, you agree to this TOS as a binding legal agreement between you and the Company to the fullest extent permitted by applicable law.

As a result of the TOS, all users are bound to certain limitations with respect to the use of the information contained on the Dignity Memorial Websites. Specifically, Section 5 of the TOS prohibits the manual or automated copying of information from the Dignity Memorial Websites without consent from the Company:

You also agree that you will not use any robot, spider, scraper, data mining tools, data gathering and extraction tools, or other automatic device, or manual process to access, copy or scrape our website or its Content for any purpose without express written permission of the Company.

In addition, Section 6 of the TOS prohibits the reproduction or publication of any content from the Dignity Memorial Websites without consent from the Company:

NO REPRODUCTION OR PUBLICATION. Images, text, or other information posted or found on this website are solely for the use of users who agree to abide by this TOS and the Company's Privacy Policy, and may not be accessed, used, reproduced, or published for any purpose, commercial or otherwise, without the express written permission of the Company and the owner of the images, text, or other information.

As a result of its copyright and the Terms of Service, SCI is the owner of the exclusive right to reproduce all of the work of the Dignity Memorial Websites and has the right to prevent third parties from unauthorized copying of the content of the Dignity Memorial Websites, including the obituary information and compilations thereof, stored in its databases.

**Unlawful activities associated with the Everhere website**

It has recently come to SCI's attention that you continue to gather copyrighted obituary information from the Dignity Memorial Websites and that you continue to reproduce copyrighted content on the Everhere website. Examples of this conduct are attached as Schedule "B".

Additionally, we have found numerous instances of content gathered and reproduced on the Everhere website that contain errors in the obituary information. Representative examples of this erroneous reproduction on the Everhere website of obituary information obtained from the Dignity Memorial Websites are attached as Schedule "C". Specifically, these discrepancies include incorrect date of death, incorrect information concerning the deceased's funeral service and related events, and incorrect descriptions of the deceased's family members. This erroneous reproduction of content from the Dignity Memorial Website is causing damage to the goodwill and reputation associated with SCI and its business and services. Representative examples of these errors are summarized in the chart below:

Our Ref: 84268046

- 3 -

SMART &amp; BIGGAR

Individual	Correct Information from the Dignity Memorial Websites	Incorrect Information on the Everhere Website
Lottie Diane McLeod	Survived by: (a) Her sons: I. Cameron (and his wife Launie); II. Christopher (and his wife Kelly); (b) Her daughter Shelley (and her husband Brad); and (c) Six grandchildren: Megan (and husband Tim), Matthew, Cameron, Courtney, Christine and Stuart	The deceased is survived by six grandchildren; however, in the Everhere obituary it appears that she is predeceased by only four grandchildren, namely, Megan, Courtney, Christine and Stuart since Tim, Matthew and Cameron are listed in brackets beside Megan.  Additionally, the obituary fails to list her surviving sons Cameron (Launie) and Christopher (Kelly).
George Kotsovos	Events: (a) Evening Prayers and viewing: January 10, 2019 at 7:00pm; (b) Funeral Service: January 11, 2019 at 11:00am; (c) Burial: January 11, 2019 at 1:00pm; and (d) Reception: January 11, 2019 at 2:00pm	Visitation is incorrectly listed being held on January 11, 2019 at 2:00pm instead of January 10, 2019 at 7:00pm.
Pastora Bacalzo Angala	Events: (a) Visitation: January 7, 2019 (b) Funeral: January 8, 2019 at 10am at Victory Memorial Park at 14832 28 Ave, Surrey, BC.	The obituary mentions the visitation but omits the deceased's funeral.
Lois Mary Andreassen	Date of death: December 19, 2018  Survived by: (a) Her sons: Peter (Sandy), Allan & Dan (Kendra); (b) Sister Shirley; (c) Seven grandchildren, Ryan, Kristin, Brandon, Koya, Keavan, Taylyn, and Wyatt; (d) Two great grandchildren, Hannah & Kennedy; and (e) Many very close friends.	Date of death is incorrectly listed as June 18, 2015  Survived by: (a) Her children <u>Shirley, Louis</u> , Allan, Daniel and Peter (Sandy):  This is incorrect. Shirley is the deceased's sister. Louis is the deceased's brother who pre-deceased her. Additionally, Daniel's wife Kendra has been omitted.  (b) Her spouse Gerard Poirier:  This is incorrect. Her first spouse, Gerard Poirier, pre-deceased her in 1965.  (c) "your grandchildren":  This statement is inappropriate.

Our Ref: 84268046

- 4 -

SMART &amp; BIGGAR

Individual	Correct Information from the Dignity Memorial Websites	Incorrect Information on the Everhere Website
		<p>(d) "great grandchildren Henning was diagnosed with Alzheimer's and after several years succumbed to this and died June 18, 2015":</p> <p>This statement is incorrect. Henning was the deceased's late second husband, not her great grandchild.</p>

You are aware that we notified you of this same misconduct in the Fall of 2017 with respect to the Afterlife website, and in the Spring of 2018 with respect to the Everhere website.

The continued reproduction of SCI's copyrighted work on the Everhere website remains unauthorized by SCI. Such activities continue to constitute copyright infringement pursuant to section 27 of the *Copyright Act*. Furthermore, by gathering and reproducing obituary information from the Dignity Memorial Websites, you continue to breach the Terms of Service that you agreed to by viewing, using and accessing the Dignity Memorial Websites.

Our client considers this to be a very serious matter. In view of the above, our client requires that you do the following:

1. Immediately cease all data gathering and reproduction of information from the Dignity Memorial Websites, and any other websites owned or controlled by SCI or any of its affiliated companies;
2. Remove all of the content from the Everhere website, and any other websites owned or controlled by you, your company or any affiliated companies, that was obtained from the Dignity Memorial Websites, or which otherwise constitutes an infringement of SCI's copyright and/or a breach of the Terms of Service of the Dignity Memorial Websites;
3. Undertake not to copy any information from the Dignity Memorial Websites, and any other websites owned or controlled by SCI or any of its affiliated companies, at any time in the future, under the trade name Everhere, or any other trade name; and
4. Confirm points 1 to 3 above in writing.

We require a satisfactory response by no later than **January 30, 2019**. If we do not receive a satisfactory response within that time, we will advise our client of all of its available options to remedy the continued unlawful reproduction of its copyrighted work on the Everhere website.

Our Ref: 84268046

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SMART & BIGGAR

We look forward to hearing from you.

Yours very truly,

SMART & BIGGAR



Matthew Norton

MBN:rrk  
Encl.

cc: 500-5100 Rue des Tournelles,  
Ville de Québec, QC, G2J 1E

**List of Schedules**

<b><u>Schedule</u></b>	<b><u>Description</u></b>
Schedule "A"	Dignity Memorial Websites' Terms of Service
Schedule "B"	Examples of Everhere's unauthorized reproduction of SCI's copyrighted work
Schedule "C"	Examples of errors in the obituary information reproduced on the Everhere website



Funeral arrangement under the care of  
[Paradise Funeral Home](#)

# Leo Whitfield

## 2 Events

 February 26, 1936 - July 2, 2021 (85 years old)

 Houston, Texas 

## Leo Whitfield Obituary

Here is Leo Whitfield's obituary. Please accept Echovita's sincere condolences.

With heavy hearts, we announce the death of Leo Whitfield (Houston, Texas), who passed away on July 2, 2021 at the age of 85. Family and friends are welcome to [send flowers](#) or leave their condolences on this memorial page and share them with the family.

Visitation will be held on Saturday, July 17th 2021 at 2:00 PM at the Paradise Funeral Home (10401 W Montgomery Rd, Houston, TX 77088). A funeral service will be held on Saturday, July 17th 2021 at 2:30 PM at the same location.

## Events

 There's still time to send flowers to Leo Whitfield's service.

Sat  
July 17

### Visitation

 2:00 PM

Paradise Funeral Home  
10401 W Montgomery Rd, Houston, TX 77088

Sat  
July 17

### Funeral service

 2:30 PM

Paradise Funeral Home  
10401 W Montgomery Rd, Houston, TX 77088

Exhibit

3

exhibitstickers.com



IN THE CARE OF

Paradise Funeral Home & Cemetery North

OBITUARY

*Leo WHITFIELD*

FEBRUARY 26, 1936 - JULY 2, 2021



*Leo WHITFIELD was born on February 26, 1936 and passed away on July 2, 2021 and is under the care of Paradise Funeral Home.*

**V**isitation will be held on July 17, 2021 at 2:00 pm at Paradise Funeral Home, 10401 West Montgomery, Houston, TX. Funeral Service will be held on July 17, 2021 at 2:30 pm at Paradise Funeral Home, 10401 West Montgomery, Houston, TX. Committal Service will be held on July 17, 2021 at 3:45 pm at Paradise Cemetery North, 10401 West Montgomery, Houston, TX.

You may leave a message for the family by [clicking here](#).



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## *Services*

**17**  
JULY

### *Visitation*

2:00 pm - 2:30 pm

#### **PARADISE FUNERAL HOME**

10401 West Montgomery  
Houston, TX 77088

[GET DIRECTIONS](#)

[SEND FLOWERS](#)

**17**  
JULY

### *Funeral Service*

2:30 pm - 3:30 pm

#### **PARADISE FUNERAL HOME**

10401 West Montgomery  
Houston, TX 77088

[GET DIRECTIONS](#)

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17  
JULY

## *Committal Service*

3:45 pm - 4:00 pm

### PARADISE CEMETERY NORTH

10401 West Montgomery

Houston, TX 77088

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---

# *Memories*

*Leo WHITFIELD*



## ALL MEMORIES FROM THE FAMILY

ADD A MEMORY

SEND FLOWERS

**Beatrice Turner**

July 10, 2021

*To uncle Leo's children my dear cousins i know your hearts are heavy just like mine just trust in God and everything will be alright. Uncle Leo will live in our heart always. I love all of you.*

**Beatrice Turner**

July 10, 2021

*I am my uncle Leo oldest neice. My uncle was one of the best uncle's a neice could ask for. Thank you God for the time i had with him. Love you always , Jean*

**Ramoune Johnson**

July 10, 2021

*Too many memories of my GrandDaddy overload the data bank lol. Hard to single 1 in particular but I do excitingly remember one New Year's Eve (waayyy long time ago) where my GrandDaddy had a table laid outside with all types of firearms spreading across it #facts. As 12:00 midnight became OFFICIAL so did the gun shots on WestD and all surrounding areas. (You know its flex time 🤔) Now right after ANY burst of shots are heard and I do mean RIGHT AFTER ANY my GrandDaddy has to ASSURE us "that wasn't \$%#@ " as he grabs hold of something different (each time) from the table*

discharging it!!! 🤔 😊 R.I.H. Leo Whitfield (GrandDaddy). Definitely one not to be outdone.

**Jalen Roberts**

July 9, 2021

*I will forever miss my great grandpa I will miss talking to you at the corner store and racetrack then you would tell me how much I look like my grandma Brenda 🙏*

**Robert Sampson**

July 9, 2021

*This is "Trouble" from West Donovan! Actually, I grow up next door to Mr Leo and his lovely family. Truthfully, I can't explain how deeply saddened I am to find out Mr. Leo passed away. Mr. Leo was an individual I could speak openly to and his advice was well received and appreciated. Whenever I would go different places with him and his sons, he would treat me as one of them. God bless the entire family!*

*Robert "Trouble" Sampson*

**L G**

July 9, 2021

*Leo I can't believe u r gone. I will miss our conversations we would have when we saw each other at the corner store. My cousin rest well in the arms of God. Tell the family hello.*

**FROM THE FAMILY**

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## Jose Joaquin Pina

📅 October 22, 1927 - July 4, 2021 (93 years old)

📍 Houston, Texas ⓘ

### Jose Joaquin Pina Obituary

Here is Jose Joaquin Pina's obituary. Please accept Echovita's sincere condolences.

We are sad to announce that on July 4, 2021 we had to say goodbye to Jose Joaquin Pina (Houston, Texas). Family and friends can light a candle as a loving gesture for their loved one. Leave a sympathy message to the family in the guestbook on this memorial page of Jose Joaquin Pina to show support.

He was predeceased by : his wife Agustina Gutierrez Piña; his son Mario G. Piña; and his parents, Joaquin Piña and Ursula Piña. He is survived by : his sisters, Ursula McDonald and Perla Garza; and his children, Martha Yolanda Starr, Margarita Piña Moran (Mike) and Jose J. Piña Jr. (Shona). He is also survived by 17 grandchildren, 20 great-grandchildren, and 8 great-great-grandchildren.



IN THE CARE OF



Forest Park Westheimer Funeral Home and Cemetery

OBITUARY

*Jose Joaquin Pina*

OCTOBER 22, 1927 - JULY 4, 2021



PLAY TRIBUTE MOVIE

*Jose J. Piña was born October 22, 1927 in Brownsville, Texas to Joaquin Piña and Ursula Vasquez Piña. Mr. Piña passed away on July 4th,*

*2021 at his home at the age of 93 with his family at his side.*

**M**r. Piña was a loving husband, father, grandfather, great-grandfather, and great-great-grandfather. Mr. Piña was preceded in death by his wife of 63 years, Agustina Gutierrez Piña; son Mario G. Piña, 2 granddaughters; and his parents, Joaquin and Ursula Piña.

He leaves behind to rejoice in his eternal life two sisters, Ursula McDonald and Perla Garza; two daughters, Martha Yolanda Starr and Margarita Piña Moran (Mike); and one son, Jose J. Piña Jr. (Shona); 17 grandchildren, 20 great-grandchildren, and 8 great-great-grandchildren.

Mr. Jose J. Piña, better known as “Pepo”, you are truly, truly loved and you will truly, truly be missed. You will be remembered as our greatest storyteller. You have left us with great memories of your life.

It is time for you to rest in peace. Love, Your Family



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## *Services*

## ***Visitation***

*Tuesday, July 13, 2021*

## ***Funeral Service***

*Wednesday, July 14, 2021*

## ***Committal Service***

*Wednesday, July 14, 2021*

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# *Memories*

*Jose Joaquin Pina*

**ALL MEMORIES**

**FROM THE FAMILY**

**ADD A MEMORY**

**SEND FLOWERS**

**Tania Newinn**

July 9, 2021

*My family was so sad to hear of your loss. Please accept our sincerest condolences.*

**Hector Solis**

July 8, 2021

*God Bless Uncle Joe and may he rest in peace. Hello to all and God Bless everyone...*

**Jason/ Deborah Parker**

July 8, 2021

*You have our deepest condolences to you and the Family. FM me and MY family. Pastor Jason*

**FROM THE FAMILY**





**FROM THE FAMILY**

**FROM THE FAMILY**



**FROM THE FAMILY**

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Funeral arrangement under the care of  
[Paradise Funeral Home](#)

# James Darryl Wilson

📅 July 1, 1961 - July 6, 2021 (60 years old)

📍 Houston, Texas ⓘ

## James Darryl Wilson Obituary

Here is James Darryl Wilson's obituary. Please accept Echovita's sincere condolences.

We are sad to announce that on July 6, 2021 we had to say goodbye to James Darryl Wilson formerly of Houston, Texas. Family and friends can light a candle as a loving gesture for their loved one. Leave a sympathy message to the family in the guestbook on this memorial page of James Darryl Wilson to show support.

He was predeceased by : his parents, Billy J Wilson and J. D. Wilson; his brother Terry Michael Wilson; and his nephew Deondre White. He is survived by : his daughter Cynthia Renee Wilson; and his grandchildren, Nasya of Houston, Texas., Brielle of Houston, Texas. and Brooklyn of Houston, Texas..



IN THE CARE OF

Paradise Funeral Home & Cemetery North

## OBITUARY

*James Darryl Wilson*

JULY 1, 1961 - JULY 6, 2021



PLAY TRIBUTE MOVIE

**J**ames "Darryl" Wilson ( affectionately known as Big D) passed away July 6,2021 at the age of 60. He was born on July 1, 1961 to the late J.D and Billy J Wilson in Houston, Texas. He was a 1979 graduate of Forestbrook High School. He then attended The University of North Texas in Denton,Texas where he served as a 4 year Letterman and a 2 year Captain. He went to play Semi Pro in Jacksonville, Florida after which he returned to Houston, Texas and served as a Legal Supervisor for the Texas Department of Corrections. After 8 years he worked as a Chemical Engineer for West Lake

Polymer in West Lake, Louisiana of which he devoted 15 years before returning to Houston,Texas and joining Solvay Chemicals as a Chemical Processor of which he worked until his death. He was Preceded in death by his parents J.D. and Billy Wilson, one brother Terry Michael Wilson, and one Nephew Deondre White. He is survived by his Wife;



Cynthia Renee Wilson, His 3 Children; Shameika, Derrekk, and Justin. He was blessed to have 3 Grandchildren; Nasya, Brielle, and Brooklyn, all of Houston, Texas.

In addition to his immediate family the special mentions are David Hunter, Tyrone Washington, Tracy Pouncy, and Jessie "JR" Everline, who he looked up on as Brothers and Confidants.



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# *Services*

## ***Visitation***

*Monday, July 12, 2021*

## ***Funeral Service***

*Monday, July 12, 2021*

## ***Committal Service***

*Monday, July 12, 2021*

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# Memories

*James Darryl Wilson*

ALL MEMORIES

FROM THE FAMILY

ADD A MEMORY

SEND FLOWERS

**Linda Bonton**

July 10, 2021

*I truly will miss my high school and college classmate. He was my brother from another mother. Love ♡ Always*





**Mack Faggett**

July 10, 2021

*My friend James, Grubber"Wilson , Grunberg was the nickname my teammates gave him . We arrived on the campus of NTSU in the fall of 1979 freshman class. He was a dedicated student athlete in football and classroom. Always willing to help and encourage those who needed it. May God bless his and keep his family. Love you brother*

**Michael Mackn**

July 10, 2021

*Classmate and football team mate a great spirit and good friend*

**Tammi Southall**

July 10, 2021

*James and I attended and graduated together from Forest Brook High School and attended North Texas State University together. He was such a sweet, gentle person and always looked out for his Jaguar classmates at North Texas. I hadn't seen him in a long time, but was so happy to connect with him Facebook. I had hoped to see him at our last high school reunion, but he mentioned that he was in the fight of his life. I pray that his family finds comfort and strength. Rest well dear friend.*


**Julie Wiltz**

July 9, 2021

*My husband and I, were blessed and fortunate enough to have the opportunity to talk with Darryl Saturday, July 3 2021 just before his birthday celebration. I also had the pleasure of baking one of his favorites, a 7-Up cake for his special day! I have had the pleasure of knowing Darryl and Cynthia for 37 years. Cynthia and family, you have our condolences and prayers. We can't imagine the pain you must be experiencing. We will keep praying for your strength.*

**Beverly Gardner**

July 9, 2021

*Cynthia and I have been friends since elementary in Lake Charles La when she married Darryl and I married he gave her the best 40th bday party my son was 2 Justin was 6 or so but they were the best host that weekend and Darryl was so full of jokes and laughing so I will remember him that way....To be absent from the body is to be present with the Lord REST IN HEAVENLY PEACE you will be missed but the memories will forever be in our hearts *

**Lisa Gomes**

July 9, 2021

*I met Darryl at a class reunion in Lake Charles that he was attending with his wife, Cynthia years ago. I immediately liked him because he was smiling, nice and he laughed with us. I didn't get to visit Cynthia and Darryl but we stayed in touch quite often. Cynthia, I'm praying for you and your family. I'm here if you need me for anything. Darryl's resting now and no longer in pain - God's Plan.*

*Love Lisa*

**Kemberly JOHNSON-HALL**

July 9, 2021

*My heart hurts as my favorite "rib man" transitions into eternal life. I met Daryl when he came into Cynthia's life many years ago and instantly became a true brother-in-law. I'll will never forget us always having to be sent back to our corners by Cynthia. We looked forward to getting on each others nerves all the time but the thought of not being able to do this again is really hard. Well until we meet again, take your rest my friend. And to Cynthia and the Kids I've always been there and that I will continue. My Condolences and I love you guys.*

**Rayford Cooks**

July 9, 2021

*Jame "Grubba" Wilson and I met in 1980 at NTSU. We were teammates (Football) and traveling room mates. We both played DL; he was strength and I was quickness. He was a big laughter and always reppin the Brook and HTown. My condolences to his family. Rest In Peace brother/teammate.*



**Betty Manriquez**

July 9, 2021

*So sorry to hear about your loss may god give you strength he knows you have Darrell knew as well*

LOAD MORE

## *Biography*

James "Darryl" Wilson ( affectionately known as Big D) passed away July 6,2021 at the age of 60. He was born on July 1, 1961 to the late J.D and Billy J Wilson in Houston, Texas. He was a 1979 graduate of Forestbrook High School. He then attended The University of North Texas in Denton,Texas where he served as a 4 year Letterman and a 2 year Captain. He went to play Semi Pro in Jacksonville, Florida after which he returned to Houston, Texas and served as a Legal Supervisor for the Texas Department of Corrections. After 8 years he worked as a Chemical Engineer for West Lake Polymer in West Lake, Louisiana of which he devoted 15 years before returning to Houston,Texas and joining Solvay Chemicals as a Chemical Processor of which he worked until his death

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